

CHICAGO AND



TRANSPORTATION COMPANY

C-232A015

CORPORATE COMMUNICATIONS AND SECRETARY

DIRECT DIAL NUMBER

312/559-6158

No.

Date AUG 20 1986

Fee \$ 10.00

ICC Washington, D. C.

August 15, 1986

File No. A-12150-B

RECORDATION 1

AUG 20 1986 12 15 PM

INTERSTATE COMMERCE COMMISSION

ICC OFFICE OF  
THE SECRETARY  
AUG 20 12 09 PM '86  
MOTOR OPERATING UNIT

Mr. James H. Bayne  
Secretary

Interstate Commerce Commission  
Washington, D. C. 20423

Re: Conditional Sale Agreement dated as of December 15, 1983 between North Western Leasing Company and Chicago and North Western Transportation Company and Agreement and Assignment dated as of December 15, 1983 between North Western Leasing Company and First National Bank of Saint Paul, assigned Recordation No. 14228 and 14228A respectively.

Dear Mr. Bayne:

Pursuant to Section 11303 (formerly Section 20c) of the Interstate Commerce Act, enclosed for recordation are counterparts of Amendment #2 dated June 1, 1985 covering substitution of fourteen (14) Released Boxcars as described on Schedule A-1 attached to the Agreement.

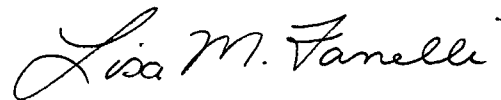
The names and addresses of the parties to the transaction are as follows:

1. Chicago and North Western Transportation Company, One North Western Center, Chicago, Illinois 60606
2. North Western Leasing Company, One North Western Center, Chicago, Illinois 60606
3. First National Bank of St. Paul, 332 Minnesota Street, St. Paul, Minnesota 55101

- 2 -

Enclosed is a check for \$10.00 to cover your recording fee. Please assign a sequential recordation number, retain one counterpart for your files, and return the remaining counterpart showing recordation data.

Sincerely

A handwritten signature in cursive script that reads "Lisa M. Fanelli".

Lisa M. Fanelli  
Assistant Secretary

Enclosure

cc: G. R. Charles (A-384 )  
R. F. Guenther  
R. L. Johnson  
D. E. Stockham, Attn: P. J. Brod  
M. R. Jeske  
Arthur Anderson & Co. (Paul Keglevic)

f-cs37k10

Interstate Commerce Commission  
Washington, D.C. 20423

8/20/86

OFFICE OF THE SECRETARY

Lisa M. Fanelli  
Assist. Sec.  
Chicago & Northwestern Transp. Co.  
One North Western Center  
Chicago, Illinois 60606

Dear Ms. Fanelli:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 8/20/86 at 12:15pm, and assigned recordation number(s). 14228-C

Sincerely yours,

*Norata R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

AMENDMENT #2  
To  
CONDITIONAL SALE AGREEMENT  
Dated As Of December 15, 1983  
Between  
Chicago And North Western Transportation Company  
And  
North Western Leasing Company  
And To  
AGREEMENT AND ASSIGNMENT  
Dated As of December 15, 1983  
Between  
North Western Leasing Company  
and  
First National Bank of Saint Paul

RECORDATION 14228 C  
FIRM 1425  
AUG 20 1986 12 15 PM  
INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT #2 is dated as of the first day of June, 1985 among Chicago and North Western Transportation Company, North Western Leasing Company and First National Bank of Minneapolis ("FBM") (those capitalized terms not defined herein shall have the meanings ascribed to them in the above-referenced Conditional Sale Agreement as amended by Amendment #1 thereto June 1, 1984 (the "CSA") and Agreement and Assignment as amended by Amendment #1 thereto June 1, 1984 (the "Assignment")).

WHEREAS, the Railroad and the Seller entered into the CSA, pursuant to the Finance Agreement dated as of November 15, 1983 among the Railroad, the Seller, and the Assignee, which CSA was secured with collateral consisting of, among other Equipment, the railroad boxcars identified in Column 1 of Schedule A-1 (the "Released Cars") attached hereto and made a part hereof;

WHEREAS, the interests of the Seller in the CSA were assigned to the Assignee under the Assignment; and

WHEREAS, on April 1, 1985 the Assignee sold and assigned its interests under the CSA and Assignment to FBM; and

WHEREAS, because the 5% Bad Order ratio under Article 10 of the CSA has been exceeded, such Released Cars are considered casualties under Article 8 of the CSA and the Railroad and the Seller wish to substitute under the CSA open top hopper cars identified in Column 3 of Schedule A-1 (the "Substituted Cars") in place of the Released Cars and FBM agrees to such substitution;

NOW THEREFORE, in consideration of the CSA and the amounts to be paid thereunder and the mutual covenants therein and herein set forth, the parties hereto agree as follows:

1. It is hereby agreed that the Released Cars are deleted from the original Schedule A to the CSA and the Substituted Cars are hereby added to the original Schedule A to the CSA as units of Equipment under and subject to the CSA and the Assignment and upon filing of this Amendment #1 with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303, such units shall be deemed to have been sold, delivered and settled for under the CSA and the Assignment.

2. FBM hereby releases to the Railroad, effective upon FBM's obtaining a first priority security interest in the Substitute Cars under the CSA and Assignment, its security interest in the Released Cars and, if requested by the Railroad and at the Railroad's expense, agrees to execute and deliver to the Railroad or the Railroad's vendee or nominee, a bill of sale (without warranties) for the Released Cars or portion thereof and such other documents as may be necessary or appropriate to make clear upon the public records the release of the security interest of the FBM in the Released Cars.

3. All other terms and conditions of the CSA and Assignment shall remain in full force and effect unmodified hereby.

IN WITNESS WHEREOF, the parties hereto have signed this Amendment #2 as of the date first above written.

CHICAGO AND NORTH WESTERN  
TRANSPORTATION COMPANY

[Corporate Seal]

Attest:

Lisa M. Fanelle  
Assistant Secretary

By

[Signature]  
Vice President - Finance

NORTH WESTERN LEASING COMPANY

[Corporate Seal]

Attest:

Lisa M. Fanelle  
Assistant Secretary

[Signature]  
Vice President

FIRST NATIONAL BANK  
OF MINNEAPOLIS

[Corporate Seal]

Attest:

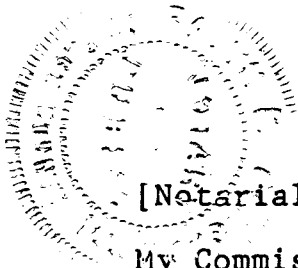
[Signature]  
Assistant Secretary

By

[Signature]  
Its: Vice President

STATE OF ILLINOIS    )  
                              )  
COUNTY OF COOK        )       SS:

On this 28th day of July, 1986, before me personally appeared T. A. Tingleff, to me Personally known who, being by me duly sworn, says that he is Vice President - Finance of CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



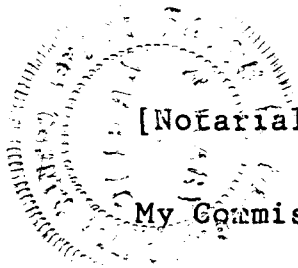
Faith P. Delgado  
Notary Public

[Notarial Seal]

My Commission expires:    My Commission Expires Mar. 3, 1990

STATE OF ILLINOIS,    )  
                              )  
COUNTY OF COOK,        )       SS:

On this 28th day of July, 1986, before me personally appeared T. A. Tingleff, to me personally know, who, being by me duly sworn says that he is a Vice President of NORTH WESTERN LEASING COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Faith P. Delgado  
Notary Public

[Notarial Seal]

My Commission Expires:    My Commission Expires Mar. 3, 1990

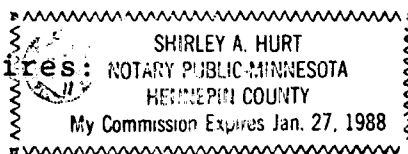
STATE OF Minnesota )  
 )  
COUNTY OF Hennepin )      SS:

On this 21 day of April, 1986, before me personally appeared Thomas W. Buzhen, to me Personally known who, being by me duly sworn, says that he is Vice President of FIRST NATIONAL BANK OF MINNEAPOLIS, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Shirley A. Hurt  
Notary Public

[Notarial Seal]

My Commission expires:



SCHEDULE A-1  
 CONDITIONAL SALES AGREEMENT DATED 12/15/83  
 BETWEEN  
 CHICAGO AND NORTH WESTERN TRANSPORTATION COMPANY  
 AND  
 NORTH WESTERN LEASING COMPANY  
 AS ASSIGNED TO  
 FIRST NATIONAL BANK OF SAINT PAUL  
 FURTHER ASSIGNED TO  
 FIRST NATIONAL BANK OF MINNEAPOLIS

Column 1	Column 2	Column 3	Column 4
Railroad System No. of Car to be Replaced	Casualty Value	Railroad System No. of Substitute Car	Substitute Car Purchase Price
CNW 96090	\$ 18,542	CNW 135608	\$ 31,540
96100	18,542	135609	31,540
96127	18,542	135610	31,540
160382	22,217	135611	31,540
160388	22,217	135612	31,540
160392	22,217	135613	31,540
160800	22,217	135614	31,540
160801	22,217	135615	31,540
160819	22,217	135616	31,540
160826	22,217		
160827	22,217		
160827	22,217		
161224	22,130		
176025	22,890		
	<hr/>		<hr/>
	\$ 275,382		\$283,860